

Request for Proposals  
for  
Agency 5-Year and Annual Plans  
Agency 5-Year and Annual Capital Fund Plans  
Annual Utility Allowances Updates, including Updated Energy Efficient  
(Green) UA  
Green Physical Needs Assessment  
Agency Energy Audit  
Agency Admissions and Continued Occupancy Plan (ACOP)  
Agency Administrative Plan

**INTRODUCTION**

Yolo County Housing (YCH) hereby requests Proposals from firms interested in providing professional consulting services for the preparation of the Agency Plan Annual Updates for FY 2018 and FY 2019, New Agency Annual Plan for FY 2020, Annual Capital Plan Updates for FY 2018 thru FY 2020, Annual Utility Allowances (including Green UA formula) for FY 2018 Thru FY 2020, Agency Energy Audit in FY 2018, Green Physical Needs Assessment in FY 2018, Preparation of the Agency Admissions and Continued Occupancy Plan (ACOP) for the Public Housing program and Preparation of the Agency Administrative Plan for the Housing Choice Voucher program. Sealed Proposals from interested firms will be received by YCH until the date listed below.

**PROPOSAL SUBMISSION**

Proposals should be clear, concise and structured to communicate the capabilities and experience of the firm(s) or individual. One (1) original and one (1) copy of the proposal are required to be submitted. Submissions can be mailed or hand delivered, but regardless of the postmark date, must be received by **YCH by 4:00 p.m. Thursday, December 8, 2016**. Electronic transmission either by fax or e-mail will NOT be accepted. Proposals received after the due date and time will be returned.

Janis Holt  
General Director  
**Yolo County Housing**  
147 W. Main Street  
Woodland, California 95695

To request a Request for Proposal or if you have questions regarding the RFP or proposal, please contact Fred Ichtertz at 530-669-2240, [fichtertz@ych.ca.gov](mailto:fichtertz@ych.ca.gov) or Janis Holt at 530-669-2211, [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov).

Yolo County Housing reserves the right to reject any and all proposals, to select one or more vendors to fulfill the requirements and to waive any informalities and to reject nonconforming, nonresponsive or conditional proposals whenever such a rejection or waiver is deemed to be in the best interest of YCH.

Yolo County Housing is an Equal Opportunity Agency

## **ITEM 1- AGENCY PLAN ANNUAL FOR FY 2018, FY 2019 AND FY 2020**

### **Scope of Services**

The selected firm will assist YCH with any policy revisions and assist YCH with the development of an Agency Plan meeting the current requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Assist with all phases of the development of an Agency Plan, including, but not limited to policy revision, capital planning, drug elimination, self-sufficiency planning, resident coordination and consultation, and plan documentation and submission. These services will include a status report of YCH's progress in meeting its goals and objectives, an update of YCH's intent to submit various housing plans (i.e. Designated Housing Plan, Homeownership Plan, etc.), and completion of the template as updated and required by HUD. Consultant is responsible for actual Plan submittal to HUD on the Agency's behalf.

## **ITEM 2-CAPITAL PLAN FOR FY 2018 THRU FY 2020**

### **Scope of Services**

The selected firm shall provide professional consulting services as required for YCH's Capital Plan for FY 2018 thru FY 2020. Provide an electronic version of the Capital Plan that can be clipped electronically to the Annual Agency Plan Template. Provide a hard copy and electronic file in Word format of the Annual Statement and Five Year Action Plan, along with spreadsheet reflecting total needs and scheduled capital improvements for the five year period.

## **ITEM 3-ANNUAL UTILITY ALLOWANCES (PUBLIC HOUSING & HCV, INCLUDING GREEN UA FORMULA UPDATE FOR HCV) FOR FY 2018 THRU FY 2020**

### **Scope of Services**

1. The selected firm shall determine Utility Allowance estimates in accordance with 24 CFR Part 965, Subpart E, using heat loss/gain engineering calculations based upon the thermal characteristics of each type of building and considering the standard within the community. Consider all HUD allowed utilities such as space heating, domestic hot water, cooking, lighting, air conditioning, small appliances, etc.
2. The selected firm shall provide utility allowance calculations and updates for the HCV program in conformance with regulations.
3. The selected firm shall update the formulas in YCH's existing Energy Efficient (Green) Utility Allowance spreadsheet to calculate values under current Title 24 as derived from the standard Utility Allowance costs.
4. The selected firm shall provide and include all services required to develop the final Utility Allowances in the price. All work must be performed or directly supervised by a registered Professional Engineer.
5. Perform annual review and Revise allowances if the review determines that there has been increases of 10% or more for the rates on which such allowances were based (24 CFR Part 965.507 subpart B)

## **ITEM 4-GREEN PHYSICAL NEEDS ASSESSMENT FOR FY 2018**

### **Scope of Services**

The selected firm shall provide services to conduct a Green Physical Needs Assessments and produce two (2) reports in two distinct but interrelated phases: Data Collection and Data Analysis. All completed reports will be submitted to YCH in the HUD Green Physical Needs Assessment electronic format.

The selected firm shall also use the data collected to also create a minor physical needs assessment of Public Housing consistent with valuation for RAD conversion to PBRA without extensive rehabilitation.

### **Phase I -- Data Collection**

The selected firm shall collect the information and data necessary to develop a database using HUD GPNA guidelines for analyzing YCH's 431 conventional public housing units 2 - USDA-RD Migrant Centers - Davis Migrant (62 units) Madison Migrant (88 units), 7 - USDA-RD farm-workers dwelling units 1- state migrant center (82 units). Agency's non-profit housing inventory consisting of 1- senior complex (47 units), 2-single family homes and 1-HUD Multi-Family apartment complex (48 units) (see Exhibit K for entire housing portfolio breakdowns). Additional units may be added to the portfolio prior to FY 2018. Data Collection activities will include, but will not be limited to, the following:

1. Review the existing Comprehensive Plan for Modernization and Comprehensive Occupancy Plan and Energy Audit.
2. Review all HUD Engineering Surveys, Maintenance Operation Reviews and Internal Surveys.
3. Conduct on-site surveys of all grounds and non-dwelling facilities and a minimum of 10% of all dwelling units of various bedroom sizes at each above listed site. Note: If required, survey more than 10% of the dwelling units to ensure that all needed modernization work requirements are thoroughly identified and documented.
4. Consult key members and organizations that interface and work with YCH to provide social and other services. Determine which persons or groups to include based upon input from YCH's staff and residents.
5. Consult key YCH Management/Maintenance staff members to discuss the short and long term physical, management, and maintenance needs of each community.
6. Assess all YCH's Management, Maintenance, and Modernization operations using the Public Housing Assessment System (PHAS) indicators.
8. Review existing Energy Audits and update the implementation costs and estimated savings.
9. Incorporate the Energy Conservation Measures recommended in YCH current Energy Audit requirements into the final Green Physical Needs Assessment.

### **Phase II -- Data Analysis**

1. Use HUD Green Physical Needs Assessment software and Means Renovation and Repair Cost Data and vendor quotes to establish work tasks costs.

2. Develop initial modernization requirements and costs and correlate with YCH's Capital Grants Budget, Routine Operating Budget and other available funding sources. Use this information to develop an initial modernization strategy which includes work items, costs, priorities, impact, using HUD Green Physical Needs Assessment software. Separate draft plans will be required for all listed YCH properties.
3. Review draft plans with YCH's Management/Maintenance staff. Revise the plans as required.
4. Final plans/reports are to be submitted to YCH in the HUD Green Physical Needs Assessment software format.

#### **ITEM 5-AGENCY ENERGY AUDIT FOR FY 2018**

##### **Scope of Services**

- A. Provide consulting services to conduct Energy Audits for the conventional housing units managed by the Authority.
- B. The Energy Audits must be conducted in compliance with 24 CFR Part 965, Subpart C.

##### **Approach**

Provide proposed consulting services in three distinct, but interrelated phases On-Site Data Gathering, Data Analysis, and Report Documentation.

##### **Phase I -- On-Site Data Gathering**

1. Gather the data and information necessary to conduct the Energy Audits. On-site data gathering activities shall include:
  - a. Hold meetings with the Executive Director to establish a schedule for conducting the Energy Audits.
  - b. Hold meetings with the Director of Maintenance and key maintenance employees.
2. Interview selected tenants to determine energy consumption.
3. Analyze utility bills for at least the past twelve months and study the various available rate schedules to determine the most desirable schedule.
4. Conduct surveys of representative buildings and units to determine:
  - a. Type of construction and condition
  - b. Type, size, condition and operating efficiency of HVAC (heating, ventilating, and air conditioning systems) equipment
  - c. Type, size and efficiency of ranges, refrigerators and domestic hot water heaters
  - d. Amount of roof/ceiling and wall insulation
  - e. Type and amount of glass and storm windows
  - f. Type of doors and condition of weatherstripping.
  - g. Type, size and condition of lighting systems
  - h. Whether water saving kitchen and bathroom fixtures are in use
  - i. Orientation of the buildings and amount of shading
  - j. Whether any energy conservation measures or energy saving equipment are in use.

5. Review all available building plans, specifications, product literature, test and balance data to quantify building and equipment design criteria, parameters, and sizes.
6. Conduct energy usage surveys at various times during the day and night to help establish true energy use requirements and to gain an understanding of how energy is actually being used.
7. Collect climatological data for the local area and use to correlate energy usage to weather conditions.

## **Phase II- Data Analysis**

Consider energy conservation opportunities to include, but not be limited to:

1. Adding additional insulation to roofs, ceilings, walls, and where applicable, floors.
2. Enhancing the thermal integrity of all windows by adding storm windows, using double pane windows, heat reflecting window coatings, or blocking in large expanses of glass with insulating building panels.
3. Enhancing the thermal integrity of all doors by weatherstripping, adding storm doors, using insulated doors, using double pane glass in doors, etc.
4. Modifying the existing lighting systems by replacing incandescent fixtures with fluorescent or circline fixtures, and replacing existing standard fluorescent tubes and ballasts with energy saving units.
5. Replacing standard ranges, refrigerators, and domestic hot water heaters with energy saving equipment.
6. Modifying or replacing existing HVAC equipment and controls.
7. Converting to alternate energy sources.
8. Any other conservation opportunities that may be identified during data gathering or suggested by the Authority's staff and tenants.

## **Phase III-Report Documentation:**

Develop a comprehensive Energy Audit Report and submit to the Authority. The Energy Audit Report must contain:

1. A summary of Energy Conservation opportunities studied and those recommended for implementation, by Project.
2. A detailed description of each energy conservation opportunity, the cost to implement, the estimated annual savings that must result, and the average simple payback.
3. All energy savings opportunities shall be ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.
4. Recommendations shall be made as to what order to implement the recommended energy savings opportunities in order to provide the Authority with a master plan of action.

5. The interrelationships of the various energy conservation opportunities in a Project shall be presented so that the Authority understands the impact that implementing each measure has upon the other proposed measures.
6. All backup engineering calculations must be included so that the Energy Audit Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy savings opportunities.

#### **ITEM 6-AGENCY ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP) FOR FY 2017**

##### **Scope of Services**

The selected firm will provide technical assistance in the preparation of an updated, comprehensive Admissions and Continued Occupancy Plan (ACOP) which will serve to define YCH's local policies for the operations of their Low Rent Public Housing (LRPH) program in accordance with current HUD regulations and requirements. The selected firm will work with management on all phases of the development of the ACOP, including, but not limited to, fair housing and equal opportunity, eligibility for admission, application, waiting lists, tenant selection, occupancy guidelines, income and rent determinations, verification procedures, transfer policies, leasing policies, pet policies, re-examinations and transfers, tenancy terminations, grievance and hearing procedures, community service requirements, inspection guidelines, safety/crime prevention, VAWA, and program integrity.

The selected firm will conduct a series of telephone or in-person conference sessions with Agency staff and residents to collect data necessary for the customization of the plan to local needs and practices. A draft plan will be delivered first for the agency's staff to review and provide comments. Applicable changes, if any will be made by the vendor's staff. The final document will be provided to YCH in hard copy and in an agreeable electronic format.

The following services will be included, but not limited to:

- a) Develop a model Admission and Continued Occupancy Plan for the Low Rent Public Housing program.
- b) Ensure that the Plan complies with all HUD regulations, PIH Notices and directives.
- c) The Plan must be in compliance with Fair Housing laws and Civil Rights laws.
- d) Ensure that any applicable local and state laws are incorporated.
- e) Incorporate any regulations related to special programs administered by YCH.
- f) Listening session with Resident Advisory Board (RAB) members
- g) At least 1 presentation either before the Commission or the RAB

#### **ITEM 7-AGENCY ADMINISTRATIVE PLAN FOR FY 2017**

##### **Scope of Services**

The selected firm will provide technical assistance in the preparation of an updated, comprehensive Administrative Plan which will serve to define YCH's local policies for the operations of their Housing Choice Voucher (HCV) program in accordance with current HUD regulations and requirements. The selected firm will work with management on all phases of the development of the Administrative Plan, including, but not limited to, fair housing and equal opportunity, eligibility, application procedures, waiting list management, tenant selection, voucher issuance, income/subsidy determinations, verification requirements, HQS inspections, rent reasonableness, leasing policies, landlord policies, re-examinations, portability, terminations of tenancy or assistance, grievance and hearing procedures, project-based vouchers, home ownership, program administration and program integrity.

The selected firm will conduct a series of telephone or in-person conference sessions with Agency staff and/or participants to collect data necessary for the customization of the plan to local needs and practices. A draft plan will be delivered first for the agency's staff to review and provide comments. Applicable changes, if any will be made by the vendor's staff. The final document will be provided to YCH in hard copy and in an agreeable electronic format.

The following services will be included, but not limited to:

- a) Develop a model Administrative Plan for the Housing Choice Voucher program.
- b) Ensure that the Plan complies with all HUD regulations, PIH Notices and directives.
- c) The Plan must be in compliance with Fair Housing laws and Civil Rights laws.
- d) Ensure that any applicable local and state laws are incorporated.
- e) Incorporate any regulations related to special programs administered by YCH.
- f) Hold one Listening session with RAB members
- g) Hold at least one presentation either with the RAB or the Commission

## **HUD CONDITIONS**

Please refer to form HUD-5369 B, Instruction to Offerors – Non-Construction (Exhibit B).

## **PROPOSAL REQUIREMENTS**

Firms wishing to submit a Proposal shall submit a Proposal outlining the scope of service, project approach, references, fees, payment schedule, etc., to communicate the firm's ability to provide services.

Firms may submit a proposal for all or selected items 1 through 7.

Proposals will be evaluated based on the firm's ability to provide services consistent with the needs of YCH. YCH reserves the right to select a firm which meets their own specific needs. The Technical Proposal shall include, at a minimum, the following:

<b>Proposal Summary</b>	Summary of proposal contents and overview of services to be provided.
<b>Scope of Services</b>	Scope of services to be provided by the firm must include, at minimum, those defined in the previous section. A description of each proposed task should be included in this section.
<b>Work Plan</b>	As part of the evaluation process, YCH will review the proposed work plan to determine the firm's ability to meet YCH's needs on a long term basis. The plan should include overall approach, definition of services, estimates of time required to complete each task, and major milestone.
<b>Qualifications</b>	Firms submitting proposals must include <u>relevant</u> and concise information regarding its experience and qualifications to perform the requested services. References <u>must be</u> provided for similar work with an agency of similar size.
<b>Documents/ Certifications</b>	The firm must include the following documents/certifications along with their proposal.

1. Fee Schedule (Exhibit **A**)
2. HUD 5369 B – Instruction to Offerors - Non-Construction (Exhibit **B**)
3. HUD 5369 C – Certifications and Representations of Offerors (Exhibit **C**)
4. HUD 2992 Certification Regarding Debarment and Suspension (Exhibit **D**)
5. Non-Collusion Affidavit (Exhibit **E**)
6. HUD 50071 – Certification of Payment to Influence Federal Transaction (Exhibit **F**)
7. Standard Form LLL OMB 0348-0046 – Disclosure of Lobbying Activities (If applicable) (Exhibit **G**)
8. YCH Equal Opportunity Certification (Exhibit **H**)
9. HUD 50070 – Certification of a Drug Free Work Place (Exhibit **I**)

**Proof of Insurance** The firm shall submit proof of general liability insurance in the amount of \$1,000,000 or more, proof of professional liability insurance in the amount of \$1,000,000 or more, and proof of Worker's Compensation Insurance in the amount required by law (**YCH Insurance Requirements - Exhibit J**)

**MBE/DBE/WBE** The firm shall submit information regarding whether or not it meets the federal criteria for a minority-owned, disabled-owned or woman-owned business. At least 51% of the organization must be owned by a person(s) meeting the criteria in order to claim this status. If the firm has been deemed to meet the criteria by another governmental body, it may submit its certificate along with the proposal.

**Other Items** The firm is encouraged to include additional items that demonstrate their ability to provide services in accordance with the needs of YCH.

### **Contract Term & Termination**

- A. The Contract term shall be for thirty-six (36) months.
- B. Fees shall be negotiated on a per project basis over the term of this agreement dependent upon the scope and complexity of the proposed project.
- C. The contract may be renewed for an additional twelve (12) months upon mutual consent of both parties; however, such renewal shall be under the same terms and conditions.
- D. Any Agreement may be terminated by either party provided that a thirty day written notice is given to the other party of the Agreement

### **EVALUATION CRITERIA**

Proposals will be evaluated to determine the extent to which firm plans meet the long-term needs of YCH. The following point values will be used for evaluation purposes:

	<u>Points</u>
Evidence of the firm's knowledge of current and proposed legislation relating to housing issues.	15
Relevance and extent of experience of key personnel and any proposed	15



subcontractor's key personnel.

Evidence of the firm's ability to provide services in accordance with the requirements of the RFP.	15
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Quality of approach to providing services to maximize staff input and develop realistic and reasonable business plans.	10
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Applicability of the proposed services to the specific needs of YCH.	10
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Previous work experience with PHAs of similar size and composition	15
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Knowledge and experience related to assessment of PHA organizations.	10
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Evidence of proper insurance and inclusion of required certifications	10
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<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>
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Yolo County Housing reserves the right to make multiple awards for projects in conjunction with this RFP, to reject any and all proposals, to waive any irregularities, and to reject nonconforming, nonresponsive or conditional proposals.

Lisa A. Baker, CEO

By

October 24, 2016

Date

Yolo County Housing is an Equal Opportunity Agency

**Exhibit A**  
**Fee Schedule**

## Exhibit A - Fee Schedule

Task Description	Fiscal Years			
	FY 2017	FY 2018	FY 2019	FY 2020
Agency Plan Annual Update				
Fee				
New Agency Annual Plan				FY 2020
Fee				
Annual Capital Plan Updates		FY 2018	FY 2019	FY 2020
Fee				
Public Housing Utility Allowance Update		FY 2018	FY 2019	FY 2020
Fee				
HCV Utility Allowance Update		FY 2018	FY 2019	FY 2020
Fee				
Sub-Total Amount by FY				
Green Physical Needs Assessment		FY 2018		
431 Public Housing Units				
Davis – USDA-RD Migrant Center				
Madison – USDA-RD Migrant Center				
Dixon Migrant Center				
Cottonwood Meadows Apt. Complex				
USDA-RD Farmworker Housing Units				
Crosswood Apartment Complex				
Helen Thompson Home A				
Helen Thompson Home B				
Fee				
Agency Energy Audit		FY 2018		
Fee				
Agency Admission & Continued Occupancy Plan	FY 2017			
Fee				
Agency Administrative Plan	FY 2017			
Fee				
	FY 2017	FY 2018	FY 2019	FY 2020
Total Amount of All Tasks by Fiscal Year				

**Exhibit B**  
**HUD 5369 B**  
**Instruction to Offerors – Non Construction**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**Exhibit C**  
**HUD 5369 C**  
**Certification and Representations of Offerors**

# Certifications and Representations of Offerors

## Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. Organizational Conflicts of Interest Certification**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### **5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### **6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### **7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**Exhibit D**  
**HUD 2992**  
**Certification Regarding Debarment and Suspension**

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**Exhibit E**  
**Non-Collusion Affidavit**

## NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**Exhibit F**  
**HUD 50071**  
**Certification of Payment to Influence Federal Transaction**

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)



**Exhibit G**  
**OMB 0348-0046-Standard Form LLL**  
**Disclosure of Lobbying Activities**  
**(If Applicable)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance						2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award						3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____													
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:									5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:    Congressional District, if known :																
6. Federal Department/Agency:									7. Federal Program Name/Description:   CFDA Number, if applicable : _____																
8. Federal Action Number, if known :									9. Award Amount, if known : \$ _____																
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):									b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):																
(attach Continuation Sheet(s) SF-LLLA, if necessary)																									
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned									13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____																
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____																									
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:    																									
(attach Continuation Sheet(s) SF-LLLA, if necessary)																									
5. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No																									
6. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.												Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____													
Federal Use Only:												Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)													

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONCONTINUATION SHEET**

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

**Exhibit H**  
**Yolo County Housing**  
**Equal Opportunity Certification**

**Yolo County Housing  
Proposers/Offerors  
Equal Opportunity Certification**

This statement relates to a proposed contract  
with \_\_\_\_\_

\_\_\_\_\_  
(Name of Proposers/Offerors)

I 'm the undersigned Proposers/Offerors and I represent that:

1. I ☐ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I ☐ have, ☐ have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my proposal considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either to Yolo County Housing or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained.

I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact

Exhibit H  
Yolo County Housing  
RFP  
EEO Certification

segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors  
of  
Requirements for Certification  
of  
Non-Segregated Facilities

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_  
Signature of Proposers/Offerors

\_\_\_\_\_  
Address (including Zip Code)

**Exhibit I**  
**HUD 50070**  
**Certification of a Drug Free Work Place**



# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

X

**Exhibit J**  
**Yolo County Housing**  
**Insurance Requirement**

## Yolo County Housing Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession.

### MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

**NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.**

### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Yolo County Housing (YCH). At the option of YCH, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects YCH, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to YCH guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCH, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. The Consultant's insurance coverage shall be primary insurance as respects YCH, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YCH, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to YCH.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.

## **Exhibit J**

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Consultants must provide written verification of their insurer's rating.

### **VERIFICATION OF COVERAGE**

Consultant shall furnish YCH with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by YCH in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. YCH reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### **SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by YCH. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit YCH to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify YCH for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured.

**Exhibit K**  
**Yolo County Housing**  
**Housing Development Unit Breakdown**

Housing Breakdown										
Dev #., - D.O.F.A.	Location.	Zip Code	0	1	2	3	4	5	Total	
Public Housing			Bed	Bed	Bed	Bed	Bed	Bed	Units	
44-01, - 12-31-51.	Woodland	95776	0	8	28	20	4	0	60	
44-02, - 12-31-51.	Winters	95694	0	4	14	10	2	0	30	
44-04, - 09-30-53.	Esparto	95627	0	0	8	8	0	0	16	
44-05, - 09-30-53.	Knights Landing	95645	0	0	4	6	0	0	10	
44-06, - 09-30-53.	Yolo	95697	0	0	4	6	0	0	10	
44-07, - 03-31-62.	Woodland	95776	0	8	28	24	12	0	72	
44-08, - 06-30-62.	Winters	95694	0	2	12	8	4	0	26	
44-15, - 01-31-84.	West Sacramento	95605	4	31	4	0	0	0	39	
44-17, - 07-31-85.	West Sacramento	95605	6	18	0	0	0	0	24	
44-18, - 05-16-88.	Winters	95694	0	10	10	20	8	2	50	
44-25, - 01-31-92.	Winters	95694	0	0	0	18	0	0	18	
44-28, - 07-13-01.	West Sacramento	95605	0	16	28	24	8	0	76	
			Total	10	97	140	144	38	2	431
<b>Amp 1</b>										
<b>Woodland</b>	<b>Development Name</b>									
44-01	Yolano Dr.	95776	0	8	28	20	4	0	60	
44-07	Donnelly Circle	95776	0	8	28	24	12	0	72	
			Total	0	16	56	44	16	0	132
<b>Yolo</b>										
44-06	Yolito	95697	0	0	4	6	0	0	10	
<b>Knights Landing</b>										
44-05	Ridgecut Homes	95645	0	0	4	6	0	0	10	
<b>Amp 2</b>										
<b>Winters</b>										
44-02	El Rio Villa 1	95694	0	4	14	10	2	0	30	
44-08	El Rio Villa 2	95694	0	2	12	8	4	0	26	
44-18	El Rio Villa 3	95694	0	10	10	20	8	2	50	
44-25	El Rio Villa 4	95694	0	0	0	18	0	0	18	
			Total	0	16	36	56	14	2	124
<b>Esparto</b>										
44-04	Vista Montecito	95627	0	0	8	8	0	0	16	
<b>Amp 3</b>										
<b>West Sacramento</b>										
44-15	Riverbend Sr. Manor 1.	95605	4	31	4	0	0	0	39	
44-17	Riverbend Sr. Manor 2.	95605	6	18	0	0	0	0	24	
44-28	Las Casitas	95605	0	16	28	24	8	0	76	
			Total	10	65	32	24	8	0	139
<b>Migrant Housing.</b>										
*Davis Migrant	USDA-RD		0	0	8	46	8	0	62	
*Madison Migrant	USDA-RD		0	0	13	62	13	0	88	
**Dixon Housing	Fred H. Rehrman Center Mig Center									